

**ALAMEDA COUNTY SUPERIOR COURT**  
**APPLICATION FOR APPOINTMENT TO ADR PANELS**  
*including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration*

**1. APPLICANT:**

Applicant's Name: Daniel D. Pearlman  
Firm Name: Mediation and Consulting Services  
Address: 24 Oakvale Avenue  
City/State/Zip: Berkeley, CA 94705  
Telephone: ( 510) 652-7319  
Fax: ( 510) 601-5308  
Email: danielpearlman@attbi.com

**2. PANEL REQUEST:** *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

☐ Judicial Arbitration ☒ Mediation ☐ Neutral Evaluation ☐ Private Arbitration

**3. EDUCATION:**

<u>Dates (from-to)</u>	<u>College/University/Law School</u>	<u>Degree Obtained</u>
<u>1962-65</u>	<u>Columbia Law School</u>	<u>LL.B.</u>
<u>1958-62</u>	<u>Wharton School of Finance, Univ. of Pennsylvania</u>	<u>B.S. in Economics</u>

**4. LEGAL EXPERIENCE:** State Bar No. 63768 Date Admitted: 1975

A. Are you a member in good standing of the State Bar of California? ☒ Yes ☐ No

B. Are you a retired judicial officer? ☐ Yes ☒ No

Please describe when/where you last served as a judicial officer: \_\_\_\_\_

C. Are you actively engaged in the practice of law at this time? ☒ Yes ☐ No

If not, are you retired from practice? \_\_\_\_\_ Date retired: \_\_\_\_\_

If your license is presently inactive, please explain: \_\_\_\_\_

D. Are you currently active in litigation practice? ☐ Yes ☒ No

Approximately what percentage of your practice involves litigation? \_\_\_\_\_%

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs \_\_\_\_\_%; of defendants \_\_\_\_\_%?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 0; Court Trials 0; Mediations 90; Arbitrations 0;

G. Describe any legal publications or teaching you have done: I have published numerous articles on housing and community development and taught at the University of Liberia and a Boalt Hall course on housing issues.

## 5. ADR TRAINING and EXPERIENCE

<u>Course Title</u>	<u>Sponsoring Organization</u>	<u>Hours of Credit</u>	<u>Dates</u>
<u>Advanced Mediation</u>	<u>San Francisco Bar association</u>	<u>14</u>	<u>October 1998</u>
<u>Mediation</u>	<u>Marvin Schwartz</u>	<u>25</u>	<u>May 1996</u>
<u>Continuing Education Workshops</u>			<u>1996-2003</u>

- A. Number of years experience as: mediator 8; arbitrator 0; neutral evaluator 0;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Mediation Panels Santa Clara County Superior Court, Alameda and San Mateo Bar Associations.
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: 1997-2003 for Berkeley Dispute Resolution Services, Conciliation Forums of Oakland and Peninsula Conflict Resolution Center.
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
- Partnership, April 2003, mediation, sole provider.
  - Housing discrimination, November 2002, mediation, sole provider.
  - Real estate, October 2002, mediation, sole provider.
  - Contract, November 2002, mediation, sole provider.
  - Workplace, March 2002, mediation, sole provider.
- E. Is your ADR style best described as x facilitative or \_\_\_\_\_ evaluative/directive?
- F. Describe any ADR related publications or training you have done:  
I published an article on mediation in landlord tenant courts.
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.  
*Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).*

\$ 200 per hour; \$1,200 per day; required pro bono hours for referrals from Alameda County Bar Association.

## 6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings:
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- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:
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- C. You are available to conduct ADR conferences: \_\_\_\_\_ in your office; x at counsel's office; x other (please describe: County Law Library
- D. You are available to conduct ADR proceedings: x during regular office hours; x evenings by appointment; x weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc:  
I strongly encourage the submission of mediation statements

## 7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.			X		
Civil Rights					
Collections					
Construction					
Contracts			X		
Elder law/abuse					
Employment					
-Discrimination					
-Harassment					
-Termination			X		
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n			X		
Insurance Cov.					
Intellect. Property					
Landlord-Tenant			X		
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership			X		
P.I. – Auto					
P.I. – Other					
Premises Liability					
Probate/Trust					
Product Liab.					
Real Property			X		
Securities					
Tax					
Toxic Torts					
Wrongful Death					
Other:			Housing		
			Community Development		
			Nonprofit		

# Daniel D. Pearlman

Mediation & Consulting Services

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Berkeley, CA 94705

(510) 652-7319  
Fax (510) 601-5308

## **MEDIATION SERVICE DESCRIPTION AND FEE AGREEMENT**

We, the undersigned Parties, have voluntarily agreed to submit our dispute to mediation. We have agreed that Daniel Pearlman shall serve as mediator for this dispute according to the following terms:

### **I. RIGHTS AND OBLIGATIONS OF THE PARTIES**

A. The Parties understand and agree that this mediation is voluntary and any Party may end participation in the process at any time.

B. The Parties understand that Daniel Pearlman is a licensed attorney. However, *Daniel Pearlman will not provide the Parties with legal advice nor represent any party as an attorney.* The services of Daniel Pearlman will strictly be limited to mediation. Further, as provided in Evidence Code Section 1127, the Parties agree that the Mediator shall not be asked or compelled to testify in any action or proceeding or to produce any “writing” as defined in Evidence Code Section 250.

C. The Parties understand that they each have the right to have an attorney present during the mediation and may consult an attorney regarding their legal rights and obligations at any time. Any Party may also choose not to have an attorney participate in the mediation. All Parties are free to have witnesses participate in the mediation, in accordance with the hearing rules of the Mediator.

### **II. DESCRIPTION OF THE MEDIATION PROCESS**

A. Mediation is a voluntary, informal and confidential process in which the Mediator improves party communication, helps Parties clarify facts, identifies legal issues, and explores creative solutions to the dispute.

B. The Parties agree the purpose of the mediation is to enter into a mutually acceptable agreement to resolve all relevant issues. Any agreement reached as a result of mediation shall be in writing, cover every point needed to be resolved, and be the best expression of the intent and understanding of each Party. This settlement agreement will be binding and enforceable, and will be subject to disclosure and admissible in evidence for purposes of any proceeding to enforce such settlement, including but not limited to a motion pursuant to Code of Civil Procedure Section 664.6. The Parties to this Agreement also agree that this

Agreement may be admissible in evidence in any action the Mediator may need to bring in order to collect his fees.

### **III. CONFIDENTIALITY OF MEDIATION PROCEEDINGS**

**A.** All Parties and Signatories to this Agreement understand and agree that this mediation shall be confidential and cannot be used in any legal proceeding (unless the Parties have entered into a binding agreement as described above). The Parties and the Mediator acknowledge that, unless specifically waived in writing, the provisions of California Evidence Code Section 1119 apply to this mediation. The Section states in part:

Except as otherwise provided in this chapter.

- (a) No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
- (b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
- (c) All communications, negotiations, or settlement discussions by and between participants in the course of mediation or a mediation consultation shall remain confidential.

**B.** The Parties hereto expressly waive and exclude the application of the time limits set forth in Evidence Code Section 1125, subdivision (a)(5) to these mediation proceedings. That section states:

- (a) For purposes of confidentiality under this chapter, a mediation ends when any one of the following conditions is satisfied.

...

- (5) For 10 calendar days, there is no communication between the mediator and any of the parties to the mediation relating to the dispute. The mediator and the parties may shorten or extend this time by agreement.

**C.** All Parties and Signatories to this Agreement agree that for purposes of confidentiality, absent any other indication that the mediation has concluded, these mediation proceedings shall be considered at an end if there is no

communication concerning the subject matter of the mediation between the Mediator and any one of the Parties or attorneys involved in this mediation, or their representatives, for 60 consecutive calendar days after the last mediation session.

**D.** Notwithstanding any other provision of the law, the confidentiality agreement covering this mediation may become inapplicable in the event and to the extent the mediator or any participant herein becomes aware of the commission or likely commission of a crime of violence.

#### **IV. FEES FOR SERVICE**

**A.** It is agreed that the fees for mediation services are \$      for the      hour session on      and \$200 per hour for all other work, to be shared equally by the Parties. Fees are immediately due and payable upon receipt of an itemized invoice from the Mediator. The Parties shall also share the cost of any conference room rental equally.

**B.** Each Party hereto shall deposit the sum of \$      with the Mediator by no later than the close of business on      .

#### **V. ACKNOWLEDGEMENT**

We hereby declare we have read, understood and agreed to the foregoing terms for mediation service.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Party Signature

\_\_\_\_\_  
Party Signature

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Attorney Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Mediator Signature